

**THE WHARF AT CLEAR LAKE SLIP MAINTENANCE ASSOCIATION**

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Revision Date	Revision Description
April 2011	Added Section V Definitions and "Seaworthy" definition.
June 2014	Standardized wording "WSMA" and "WCL Marina" throughout document.
July 2016	Changed formatting, added page numbers, added signature blocks for slip owners and renters.
June 2017	Various changes to Sec I, B, 2,3 and 5, C,16 Sec II, A 2,3 and 4, Sec IV, C, 4 and 5, Sec V, A, 9
Aug 2017	Various Language items added

By signing this document I understand and acknowledge that I take full responsibility for the actions of whoever occupies my slip(s) and/or visits *The Wharf at Clear Lake Marina* and its associated common areas on my behalf. I have read and understand "***The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations***" and do agree to abide them and hold my guests and tenants to these rules and regulations and the restrictions in the DCCRs. I further understand that violation(s) of these rules may result in monetary fines and/or restricted access to the Wharf Marina at Clear Lake and its associated common areas.

Slip Owner Printed Name \_\_\_\_\_ Slip Owner Initials \_\_\_\_\_

Slip Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

Dock \_\_\_\_\_ Slip \_\_\_\_\_

Lessee (Tenant) Printed Name \_\_\_\_\_ Lessee Initials \_\_\_\_\_ Date \_\_\_\_\_

Lessee (Tenant) Signature \_\_\_\_\_ Lessor (Slip Owner) Initials \_\_\_\_\_

# **The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations**

***The guidelines in this document are by necessity open to interpretation. These guidelines will be interpreted by the Board of Directors acting as the Marina Control Committee as required by the Association's DCCRs and By-Laws.***

## ***Section I – Marina General***

### ***Paragraph A Administration***

1. All boat owners must maintain liability insurance for their boat(s) in the amount of \$300,000 general liability and \$ 5,000 medical payment liability while their boat is berthed in the marina. Slip owners will be held responsible for assuring that this provision is met and that proof of maintenance of such liability insurance is provided to the property manager by emailing it to wsma.mgr@gmail.com. Slip owners must provide a copy of the current liability insurance coverage certificate for their boat, or for the boat of a renter occupying the owner's slip, to the property manager prior to berthing the boat in the owner's slip, and must provide a copy of any certificate of renewal of liability insurance to the property manager prior to expiration of the existing policy. All policies of liability insurance obtained by slip owners shall include "The Wharf at Clear Lake Slip Maintenance Association, Inc." as an additional named insured. If a slip owner or their renter lives aboard the insured boat, the slip owner must also provide the property manager written documentation confirming that the policy of insurance obtained by the boat owner covers liability of "live aboard" boat, and documentation of any restrictions or exclusions applicable to the policy regarding a "live aboard" insured boat. The Association may reject any policy of insurance with restrictions or exclusions that it deems, in its sole discretion, to be insufficient to protect the interests of the Association and its members. Cancellation of liability insurance required by this Regulation, and failure to renew such coverage within one business day after receiving notice of cancellation, shall be grounds for demand by the property manager that the slip owner immediately remove the uninsured boat from their slip at the marina. In addition to other remedies provided in these Rules and Regulations, if a slip owner fails to maintain the required insurance and provide the property manager with the required documentation of such insurance coverage, the slip owner will be assessed a fine of \$10.00 per day for each day they are in violation of this Regulation. The Wharf at Clear Lake Slip Maintenance Association hereafter known as WSMA is not responsible for any losses or damage to boats in the Wharf at Clear Lake Marina hereafter known as *WCL Marina*. Each owner is responsible for damage, which he and/or his boat may cause to other boats or the docks or finger piers in the *WCL Marina*.
2. Should the WSMA incur attorney's fees and/or court costs for the enforcement of its rights under these rules or any other agreement with owner, the WSMA shall be entitled to recover reasonable attorney's fees and costs from slip owner.

## **The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations**

3. The venue for litigation shall be League City - Galveston County, Texas
4. Requests for variances to any rule must first be submitted in writing to the Marina Improvement Committee hereafter known as MIC and be approved by the WSMA Board.
5. Only boat owners and guests are allowed on the *WCL Marina* docks. Guests must be accompanied by the boat owner or slip owner.
6. Damage or defacement of docks and finger piers by boat owners, guests, or owner employees shall be repaired at owner expense. Nothing may be attached to or mounted on a dock, finger pier or piling without the approval of the marina manager.
7. Chains with reflectors and "No Trespassing" signs may be installed across vacant slips to prevent docking by unauthorized boats.
8. Prior to receiving new electrical service slip owners must provide the Association manager with a completed Harbormaster Log Form and furnish a current Certificate of Liability Insurance on the vessel using the slip. Power will not be turned on until requirement is met.
9. All vessels operating in or near the *WCL Marina* are subject to the provisions of the U.S.C.G. unified Navigation rules.
10. Electric bills, maintenance fees, and all expenses will be charged to the slip owner (CCR Article VI, Section I). It is the slip owner's responsibility to ensure that this and all pertinent information is provided to the renter prior to leasing. The slip owner is required to provide a copy of the lease to the Property Manager.
11. It is the responsibility of the slip owner to convey to the Marina Property Manager the slip owners (and tenants if the slip is being rented) their physical address, email address and cell phone number, both initially and when any information changes with the physical address, email address and cell phone number of the slip owner or tenant. This is particularly important as either impending weather conditions or adjoining vessels can create conditions, which may require immediate action by a boat owner.
12. All storage or parking is at sole risk of owner. Vehicles and boat trailers are subject to towing if these rules and regulations are violated. The boat trailer lot is to be administered by the property manager and all tenants of the boat trailer lot are required to obey all rules applicable to that facility.
13. Electric meter buildings in the *WCL Marina* are off limits at all times by unauthorized persons and are not to be used for storage. Tampering with the meters is not allowed under any circumstances.
14. All boat owners must maintain liability insurance for their boat(s) in the amount of \$300,000 general liability and \$5,000 medical payment liability while their boat is

# The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations

berthed in the marina. Slip owners will be held responsible for assuring that this provision is met and that proof of maintenance of such liability insurance is provided to the Property Manager. Failure to maintain or to send current insurance will result in fines, both initial and daily and may also result in eviction of the boat from the marina.

15. The Association may deny or rescind the right of use for any and all common elements and services for failure to pay assessments in a timely fashion as provided by the Conditions, Covenants and Restrictions.
16. No business, trade or profession of any type whatsoever may be conducted, or allowed or authorized in any way to be conducted, directly or indirectly, in, on, or about any slip common area or common facilities. This includes but is not limited to maintenance or repair of other owner's vessels or equipment for profit, selling a vessel for another owner for profit or any other type of enterprise as referenced in the DCCRs.
17. Any vessel that is removed from the marina by an eviction process or legal action will require written approval of the Board of Directors to reenter the marina. Further, any vessel that is removed from the marina by an eviction process or legal action may be permanently barred from returning to the marina at the discretion of the Board of Directors.
18. Based on the DCCR's the marina reserves the right to fail a boat for inspection based on Aesthetics.

## **Paragraph B Operations**

1. The following must be completed, submitted to the marina manager and approved prior to entry into the marina. This also applies to any boat that is moving from one slip to another:
  - a. Completed Harbormaster's Log Form
  - b. A signed copy of the rules and regulations
  - c. Current Liability Insurance Certificate
  - d. Current Certificate of Documentation or current Texas State Registration Certificate.
  - e. Proof of ownership of the boat to include a title OR proof of a legal financial transaction to include a notarized copy of the bill of sale, copy of an initial down payment and a copy of the terms of financing for the sale either supplied by a bank or in the case of a sale by owner a notarized copy of the financial agreement.
  - f. The vessel must also be inspected prior to entrance to the marina and prior to moving from one slip to another in the marina.

# The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations

2. Any time a boat or slip changes owners the vessel must be re-inspected. Any time a boat changes slips it must be re-inspected prior to moving into the new slip.
3. All Slip owners leasing their Slip must complete the following, submit to the marina manager and be approved by the marina manager prior to entry into the marina:
  - a. A copy of a written lease signed by the Owner and the tenant and which expressly provides that the tenant is subject to all terms and provisions as provided by the By-Laws, DCCRs and these rules and regulations.
  - b. A copy of the rules and regulations signed (or initialed where applicable) by both the renter and the slip owner.
  - c. Proof of ownership of the boat to include a title OR proof of a legal financial transaction to include a notarized copy of the bill of sale, copy of an initial down payment and a copy of the terms of financing for the sale either supplied by a bank or in the case of a sale by owner a notarized copy of the financial agreement.
  - d. A copy of the insurance declaration that shows the effective date and expiration date and also shows \$300,000 liability coverage.
  - e. A live aboard permit if the renter will be in the live aboard section.
  - f. The vessel must also be inspected prior to entrance to the marina.
4. As part of determining the seaworthiness of a boat the inspection process will include:
  - a. For power boats will witnessing the boat being removed from the slip and the marina, performing turns in both directions and returning back to the slip.
  - b. For sailboats witnessing the same as above and additionally the raising a lowering of sails and the functioning of the sailing rigging.
5. Additionally, in accordance with the declarations of the association the marina may inspect a vessel after the initial entry inspection to determine its continued seaworthiness. The inspections will be conducted Monday thru Saturday from 8:00 AM – 5:00 PM CST and after a 15 day notice. The association shall have the right to enter and inspect the property or any portion thereof, including the slips and the boats occupying the same, for the purpose of ascertaining whether or not the provisions of the declaration and the associated rules and regulations are being complied with. Failure to allow for such an inspection will constitute an immediate voluntary eviction of the vessel from the marina. If a vessel is found to be not seaworthy it must be removed by the vessel owner within five days from the inspection date for repairs and may not return to the marina until it has been inspected at a location other than the marina and passed.
6. The Board of Directors reserves the right to reject any vessel based on the DCCR's, the

# The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations

Marina By Laws and the Rules and Regulations in affect at the time of the inspection.

7. No tenant may sub-let any Slip that is a part of this Association nor may any tenant lease his vessel or any rented or leased vessel while berthed within the marina.
8. A vessel may not be leased to anyone for any period of time. This includes vessels owned by the slip owner and moored in their slip and vessels owned by someone else and moored in a slip.
9. Any boat berthed in any slip on any dock must be approved by the MIC and proof of liability insurance furnished to the Property Manger prior to entry into the *WCL Marina*.
10. Only pleasure craft in sound, seaworthy condition will be admitted to the *WCL Marina*. To maintain these standards, vessel owners and tenants, understand that all vessels are subject to inspection, if requested, by the MIC, WSMA board or the Property Manager. Vessels are expected to be of sound mechanical condition and to maintain a clean, orderly appearance.
11. Flexible covers, awnings, shades, etc used on vessels must be constructed of durable fabric materials intended for permanent outdoor use. Covers, awnings shades, etc. must be kept clean and free of holes or other defects. Covers, awnings, shades, etc. that cannot be cleaned to a level acceptable to the marina manager must be removed. The use of materials such as Visqueen, polyethylene or other materials not intended for permanent outdoor use is allowed on a temporary basis only, not to exceed 30 days in a calendar year.
12. All boats moored in any slip must have the written consent of the slip owner.
13. Any boat that sinks in its slip or anywhere else in the marina shall be removed by the slip owner within seventy-two (72) hours. For purposes of this document sinking is defined as:
  - a. Has taken on water and is on the bottom.
  - b. Has taken on water and is suspended from the dock lines.
  - c. Is taking on water at a rate that requires immediate human intervention to keep it from sinking further and or requires immediate human intervention (pumping out) to raise the boat back up to an acceptable level.

Final determination as to whether a boat has sunk will be up to the sole discretion of the Board of Directors. The WSMA reserves the right to protect itself from any environmental damage, which could result in subsequent legal actions by environmental authorities.

14. Boats shall be used solely for pleasure and not for any commercial undertaking while in the *WCL Marina*.

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15. No contractors will be permitted to work on Sundays or holidays in the *WCL Marina*. Contractors are required to carry liability insurance to be able to work in the marina on boats or docks.
16. No owner shall use any slip or any part thereof for any purpose other than as a berth for a boat. The use of a boat berthed in a Non-Live-Aboard slip as a residence for the owner, his family guests and/or tenants is strictly prohibited. This provision shall not be construed to prohibit the limited use of a boat berthed in a Non-Live-Aboard slip for over-night occupancy for periods not to exceed two (2) days or forty-eight (48) hours in any two week period or four (4) days or ninety-six (96) hours in any month. Such use shall be non-accumulative.
17. Slips are to be used for berthing of a vessel only. The term "Vessel" precludes, barges, or any boat designed for commercial performance and/or use (CCR's Article I Section 14). Example; work barges, shrimp boats, etc.
18. The Marina reserves the right to require background checks and or credit checks on any renter and to deny a renter based on the results as the Board of Directors see fit.

## **Paragraph C Courtesy**

1. Boat owners are responsible for the conduct of any guest on owner's boat or anywhere in the *WCL Marina* and shall require that guests behavior be decorous and in compliance with all local, state and federal laws and WSMA regulations. Intoxication and possession of drugs within the *WCL Marina* poses a threat to safety and all owners and tenants and their guests. The *WCL Marina* will regard such activities as a violation of these rules and regulations and will vigorously support and assist authorities in prohibiting such conduct. Any misconduct, theft or vandalism shall be reported immediate to the Property Manager's office and the appropriate authorities.
2. Dogs and cats are not permitted to commit any nuisance within the marina, and in accordance with applicable ordinances of the county of Galveston, city of League City, and must be kept on a leash controlled by an individual.
3. No pets are to be left unattended on the docks. All pets must be kept either within the confines of the owner's vessel, or if beyond such confines, must be kept on a leash or within a cage.
4. Pet feces on the docks, finger piers and all common areas must be removed by the pet(s) owner and deposited in the dumpster.
5. Pets are not allowed in the rest rooms, pool area, and laundry room or anywhere within the Marina Pointe building.
6. Slip owners, guests and tenants are required to obey all rules pertaining to Marina Pointe property while on that property, to include swimming pool, hallways, parking lot and restrooms.

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7. Fishing or crabbing is prohibited on all docks and finger piers as per the DCCRs. Fishing is permitted only from a boat moored in a slip, and then only by the slip owner, his guests or his tenants.
8. There shall be no laundering or drying of wearing apparel on the dock or in the rigging of a boat in the marina.
9. No advertising or soliciting will be permitted on any boat or in any slip area without permission of the Association. "For Sale" signs of not more than one (1) foot square are allowed on boats.
10. All visitors must be accompanied by owners or tenants. The Board of Directors and marina manager reserves the right to deny visitors or guests access to the marina at their discretion. Visitors or guests that are denied access must immediately depart the premises and not return without prior authorization from the marina management. Guest that are denied access and do not leave or return without prior permission will be treated as trespassers and reported to the police. Furthermore, slip owners may be fined by the marina for the actions of their guests or their tenant's guests.
11. Movement of boats within the *WCL Marina* shall be for the purpose of entering or leaving a slip. Cruising between or under docks is prohibited.
12. Unnecessary operation of boat engines in a slip is not permitted.
13. All halyards must be tied of in a manner which will prevent clanging or other noise.
14. No auxiliary generator is to be used in the *WCL Marina*.
15. Main boat engines, below decks power generating equipment, power tools or other noise making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. except for the purpose of entering or leaving a slip. Working on engines and test running is prohibited during the above-mentioned period. Sound systems on boats must be kept at levels not offensive to neighboring vessels during these hours as well. Noise levels must be in accordance with League City ordinance No. 248, 5-22-80.
16. Radios, stereos and similar equipment may not be played at an excessive volume as to be a nuisance to their neighbors. Volume cannot exceed 72 DB Peak Max and cannot contain offensive language.

## **Paragraph D**                      **Live Aboard Vessels**

1. A *Live Aboard Permit* must be completed by the potential live aboard slip tenant and reviewed and approved Board of Directors prior to the boat being used for live-aboard purposes. Applications may be obtained from the Association Property Manager.
2. The minimum length for a live aboard vessel is 30 feet in length for one or two persons, 35 feet for three people and 45 feet for four persons. More than four people may not live aboard a vessel without the prior written authorization of the marina board of



# **The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations**

Directors.

3. Live aboard tenants must be registered with the marina in advance of occupancy. The Board of Directors reserves the right to deny any live aboard occupant at their sole discretion.
4. Live aboard vessels must be equipped to be fully functional live aboard vessels. This includes but is not limited to:
  5. Adequate sleeping arrangements for all occupants that are registered with the vessel as live aboard tenants.
  6. Adequate functioning shower facilities
  7. A functioning marine head with the appropriate holding tank capabilities. A porta-potty is not acceptable.
- 8.

## ***Section II - Maintenance and Parking***

### ***Paragraph A            Painting and Sanding***

1. Painting in the Parking Lot is absolutely prohibited.
2. Spray painting or burning of paint is prohibited in the marina, to include slips, vessels within slips and all common areas.
3. Painting using a brush or roller for minor maintenance or repair may be done as long as the area does not exceed more than one square foot of the vessel in any calendar year. Painting of an entire vessel or the majority of the vessel while in the marina is prohibited
4. Mechanical removal of gelcoat or fiberglass in the marina is prohibited.
5. Minor engine maintenance work and preventative maintenance is permitted. The removal or reinstallation of an engine as a whole or in parts is prohibited. Vessels requiring major engine work or removal or replacement of an inboard or I/O engine must be removed from the marina to have to work completed and must be re-inspected prior to returning to the marina. Determination of major vs minor work is at the sole discretion of the board of directors.
6. Cutting, grinding, sanding or similar action of any material by hand or by mechanical means is not permitted

### ***Paragraph B            Parking and Parking Lot Use***

1. Owners shall park vehicles in areas designated for slip owner parking. Live aboard slip owners or their tenants may park inside the Marina Pointe gate as long as they park in spaces facing north, have a Marina Point hang tag or sticker and otherwise comply with

# **The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations**

the Marina Point Condominium parking lot rules and regulations. Outside the gate slip owners may use any space except the three north facing spaces between the call box and the gate. Vehicle parking areas shall not be used for storage of boats or trailers. No vehicle repairs are permitted anywhere on the Marina Point Condominium property or on the Wharf Marina Property parking lots.

2. Owners are required to register their cars with the Property Manager or Harbor Master. For trailers in the trailer parking lot a trailer parking lease agreement must be completed and submitted to the marina manager. Trailers / boats must be approved by the marina manager prior to the trailer being moved into the trailer parking lot. The marina reserves the right to refuse or deny trailer parking in the trailer lot without reason. Parking or storage of a boat trailer or any other trailer in the WSMA Storage Lot is prohibited. The marina may tow violating trailers or other vehicles without notice.

## ***Section III - Environmental***

### ***Paragraph A            General***

1. The discharge of any trash, including but not limited to: refuse, cat litter, bottles, batteries, garbage, petroleum products, gas, diesel fuel, oil, solvents, flammable materials, chemicals, anti-freeze, dead animals, etc. in the marina or the shore side area is strictly prohibited.
2. Disposing of used oil in any manner that endangers public health or welfare or damages the environment is illegal.
3. All boats equipped with toilets must have and use a holding tank with the "Y" valve locked in the "on board" position per local, state and U.S. Coast Guard regulations. The WSMA reserves the right to inspect all boats for installation and proper operation of such devices at any time. Any vessel that is caught discharging waste into the water will be immediately evicted and fined and barred from returning to the marina.

## ***Section IV - Safety***

### ***Paragraph A            General***

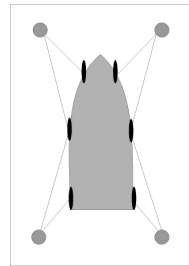
1. The WSMA Board members, MIC, or the Property Manager may board any vessel in the marina for health and safety checks or to protect property and public peace provided proper notice is given to the slip owner as required by the CCRs.
2. Docks and finger piers must be kept free and clear of all obstructions at all times. Items such as plants, hammocks, canopies, or any other items may not be placed upon main docks, finger piers or pilings.
3. Dock carts must be returned and locked in designated location after each use.
4. The speed limit within the *WCL Marina* shall be dead slow, or wake-less speed, whichever is slower.

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5. No bicycle riding or skateboards are permitted on any boardwalk, dock or pier. Bicycles are permitted only on boats, or lower docks.
6. Children under twelve (12) years of age are not permitted on the docks or finger piers without the immediate presence of parents or other responsible adult.
7. Children twelve (12) or under must wear a life preserver.
8. No Owner shall use or permit the use of or discharge of from his boat or anywhere else on the property any pistol, rifle, shotgun, flare gun, any bow and arrow or any other device capable of killing or injuring.

**Paragraph B            Mooring**

1. All Boats shall be made fast to the slip pilings in a secure and seamanlike manner acceptable to the WSMA. All lines and mooring gear shall be kept in good condition. Frayed lines must be replaced. Lines must be kept clean or replaced.
2. Fenders, if attached to the outside of the vessel must be clean and in good condition. Fenders not found to be clean or in good condition must be removed. Only fenders that are preventing vessel contact with the finger pier or dock may be placed on the exterior of the vessel while moored. All other unnecessary fenders may not be stored on the exterior of the vessel except in commercially available fender holders.
3. Boats shall be properly moored using the standard "six-way" method to prevent vessels from damaging finger piers and docks.
4. If a vessel is not properly moored with lines in good condition, the WSMA will make necessary changes. The slip owner will be billed \$100.00 per incident plus the cost of the lines. Any pier failure repairs caused by improper mooring will also be billed to the slip owner.



5. Minimum mooring standards are:

Boat Size	Min Line Size	Spring Line Size
Up to 23'	3/8"	3/8"
24-32'	1/2"	1/2"
33-42'	5/8"	1/2"
43-51'	3/4"	5/8"

Only nylon line may be used.

6. Dinghies, rowboats and kayaks may not be stored on or under or on the docks or finger piers and may not be stored in the water in the slip that the boat occupies. Only one

# **The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations**

vessel per slip is allowed. Dinghies may be in the slip if they are mounted on the boat or suspended on a rack system from the back of a boat provided the dinghy does not extend over the dock or finger pier and does not extend into the common area. Kayaks may be stored on the build down or on the boat.

7. No boat (including all projections such as transom platforms, booms, bait tanks, etc.) may extend beyond the end of the slip into the common area or over any finger pier in accordance with the DCCR's.
8. Tide risers may be installed on pilings with prior approval from the Property Manager. Slip owners shall maintain tide risers.
9. Boat exteriors may not be used for storage and must be kept clean and free from clutter.

## ***Paragraph C Structures***

1. No lockers, cabinets, hoists, davits, lifts or other structures shall be constructed or attached to any dock, finger pier or other common element.
2. Under no circumstances are overhead covers or canopies of any kind to be erected over any part a slip.
3. No electrical antenna or device of this type may be erected, constructed, places or permitted to remain on any Slip or within the boat occupying same except as shall have been first approved by the Board of Directors in writing.
4. Build downs must be maintained in good repair as per DCCR's. Build downs must be kept free of clutter. Storage of anything other than a dock box and chairs is prohibited. Any other content must be kept in the dock box. Construction of new build downs may not take place without a variance approved by the Board of Directors in writing.
5. Dock Boxes must be approved by the marina prior to installation. Dock boxes previously installed must meet criteria in this section. Dock Boxes must be mounted so they do not encroach on the dock more than 18 inches, the remaining must overhang the slip. The only acceptable materials are fiberglass and plastic and colors are white or off white. Metal, black plastic or any form of a truck box is prohibited. The marina manager has final approval. Maximum one dock box per build down and one dock mounted dock box per slip. Dock box exteriors must be kept clean and free of mold.
6. Use of the build down for general storage is prohibited. Storage of anything on the docks or finger piers are prohibited.

## ***Paragraph D Fire Safety***

1. Fire extinguishers and hoses are for the express purpose of fighting boat or marina fires and are not to be removed from fire station boxes for any other reason. All discharged fire extinguishers are to be reported to the Property Manager immediately.

# The Wharf at Clear Lake Slip Maintenance Assoc., Inc. Rules and Regulations

2. Owners shall not leave equipment, materials or inflammable products on the docks or finger piers.
3. No Owner shall build or permit to be built any open fire in, on or about a slip or elsewhere on the property. This is not to preclude, however, the owner of a Live-Aboard the use of an interior fireplace within his Live-Aboard or the use of small and safe outdoor cooking facilities such as propane grills, but only within or on such Live-Aboard or other boat.
4. Fueling of boats in the *WCL Marina* is strictly prohibited.
5. Electrical installations must be done by a licensed electrical contractor and a permit must be obtained from the city of League City. (City of League City ordinance)
6. Boats in the *WCL Marina* are permitted electric service only when the electric service line comes directly from a metered receptacle in the boat slip where the boat is moored.
7. Electric power may not be distributed from one boat to another. Nor may power be distributed from a house or other residence to any boat in the marina. Furthermore the WSMA has the right to curtail power supply at the source if a violation of these rules and regulations persists.
8. Drop cords and electrical extensions shall be approved for marine use with locking rings and ground connection. Household electrical extensions are unacceptable and will be removed by the Property Manager, the MIC, or the WSMA Board.

## **Section V - Definitions**

### **Paragraph A            *Seaworthy***

Seaworthy is a general term with varying requirements when applied to different types of vessels. For the purposes of the WSMA Rules, the term is understood to mean the following;

1. The vessel is in a good state of repair and is able to navigate under its own power.
2. The vessel complies with State of Texas and USCG requirements for navigation and safety equipment.
3. The vessel has a current State Registration (and USCG documentation if applicable).
4. That the vessel is fit to operate in the sea and weather conditions that can reasonably be expected in the Clear Lake or in the Galveston Bay.
5. That the vessel has sufficient self propulsive power to enter and exit its slip and maneuver safely in the basin and fairways of the *WCL Marina* in the above conditions without undue hazard to other vessels or property.

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6. There is sufficient visibility from the steering station for safe operation.
7. The vessel should not be in danger of sinking if shore power is unavailable for extended periods (i.e. in the event of hurricane or catastrophic failure of the electrical system power may be unavailable for 1 to 2 weeks)
8. The vessel has no open ports, hatchways, or holes in the deck or hull that allow the entry of rain, waves or small animals.
9. Vessels must have motors the same as or equivalent to that which was designed by the manufacturer. Final approval of the 'equivalent to' power for purposes of seaworthiness must be approved by the board of directors. For vessels with two engines both engines and both drive trains must be operational.
10. The vessel's exterior must be in good condition and be acceptable to the marina manger.

***The guidelines in this document are by necessity open to interpretation. These guidelines will be interpreted by the Board of Directors acting as the Marina Control Committee as required by the Association's DCCRs and By-Laws***